

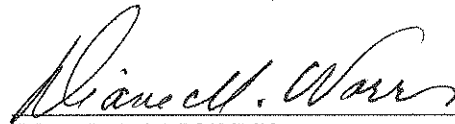
DIRECTOR OF PURCHASING
TOWN OF DANVERS – TOWN HALL
DANVERS, MASSACHUSETTS 01923

BID NUMBER: 2015-42

DATE: May 13, 2015

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS FOR FURNISHING THE TOWN OF DANVERS WITH THE ITEM(S) LISTED BELOW, **DUPLICATE SEALED** BIDS ON THIS FORM WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR OF PURCHASING, TOWN HALL, ONE SYLVAN STREET, DANVERS, MASSACHUSETTS 01923 UNTIL **11:00 A.M. ON THURSDAY, JUNE 11, 2015**. AT THAT TIME, THE BID WILL BE PUBLICLY OPENED AND READ. THE TOWN OF DANVERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WAIVE ANY TECHNICALITIES.

BID SURETY: 5% OF THE BID PRICE



DIANE M. NORRIS
DIRECTOR OF PURCHASING

PROPOSAL: THE UNDERSIGNED BIDDER PROPOSES TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TOWN OF DANVERS TERMS, CONDITIONS AND SPECIFICATIONS ATTACHED TO THIS INVITATION AND AT THE PRICES AND TERMS INDICATED BELOW.

LED STREET LIGHTING

***** PLEASE MARK OUTSIDE ENVELOPE WITH BID NUMBER *****

TERMS: 30 DAYS

BIDDER: _____

ADDRESS: _____

BY: _____

TITLE: _____

PHONE: _____

TOWN OF DANVERS



LED Street Lighting

BID 2015-42

JUNE 2015

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

BID 2015-42

LED Street Lighting

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Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

NOTICE TO BIDDERS
BID 2015-42

BID 2015-42

LED Street Lighting

June 2015

NOTICE is hereby given that sealed Bids for the purchase of either 70w or 70/100w multi-level **LED Street Lighting** will be accepted at the Office of the Purchasing Director, Town Hall, 1 Sylvan Street, Danvers, Massachusetts 01923, until 11:00 AM, Thursday, June 11, 2015 at which place and time said Bids will be opened publicly and read aloud.

Contract Documents may be examined and/or obtained at the Town of Danvers Purchasing Department, Town Hall, 1 Sylvan Street, Danvers, Massachusetts 01923.

Each bid shall be accompanied by a certified or cashier's check payable to the Town of Danvers Massachusetts, for a sum not less than five percent (5%) of the amount of the Bid, or accompanied by a Bid Bond in like amount of a corporate surety licensed to do business in the Commonwealth of Massachusetts. Each Bid shall be conditioned that the Bidder will pay the Town of Danvers, Massachusetts, as liquidated damages, the amount specified unless it enters into a Contract in accordance with its Bid.

If the Bidder fails to enter into the Contract, its check or Bid Bond and the amount thereof, shall be forfeited to the Town of Danvers, Massachusetts at the option of the Town of Danvers, Massachusetts.

The Bid will be awarded to the responsive and responsible Bidder offering the lowest 3 (three) year total bid price for the purchase of 70W replacement LED lighting **OR** 70/100w multi-level replacement LED lighting, based upon Bid Response Document, page 11, Schedule A, Item 1 and Item 2. The Town of Danvers, Massachusetts reserves the right to reject any or all Bids and to waive any minor informality in bidding.

All Bids must be received in **triplicate** under sealed cover and plainly marked on the outside "**LED Street Lighting, BID 2015-42**"

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

BID 2015-42

LED Street Lighting

SECTION I - TERMS AND CONDITIONS

1. General

On-time shipment and trafficking during shipment are extremely important to facilitate on-time project completion. Close coordination of contractors and shippers is required.

2. Contractor, Vendor/Owner, Purchaser

The term "Contractor, Vendor" shall mean the party furnishing the material specified herein. The term "Owner, Purchaser" shall mean the Town of Danvers.

3. Bid Process

The Bid shall be enclosed in a sealed package and shall consist of the original and two copies. The package shall be clearly marked with the full name of the Project and Bid Number. The Bid shall be delivered in person, expressed or sent by registered mail to:

Town of Danvers, Office of the Purchasing Director
Town Hall, One Sylvan Street
Danvers, MA. 01923

Bids will be accepted until the closing of Bids scheduled as follows, noting that the Owner reserves the right to postpone this time and date:

Thursday, June 11, 2015, at 11:00am.

Modifications of a Bid already received by the Owner will be considered only if received prior to the last scheduled time for Bid opening. All modifications must be in the same form as the original and duly executed. Telephonic and telegraphic Bids or modifications will not be considered. Bids that do not arrive at the Office of the Purchasing Director on or before the date and time for closing of Bids may not be considered and may be returned to the Bidder.

4. Equal Employment Opportunity

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

5. Acknowledgment of Terms and Conditions

By submitting a written Bid, the Contractor shall be deemed to have agreed to the terms and conditions set forth herein.

6. Bid Guaranty, Notice of Acceptance of Bid, Notice to Proceed

The Bid Guaranty shall be the check or Bid Bond required in the Notice to Bidders. The Owner may reject all Bids and in such event all checks and Bid Bonds will thereupon be returned to the bidders. When a Bid is accepted, all checks and bid bonds will thereupon be returned to the bidders except those of the three apparent lowest responsive bidders, which may be retained until the Contract is executed by the accepted Contractor and the Owner. Any bidder whose Bid is accepted shall execute the Contract within ten (10) days after delivery of Notice of Acceptance of Bid or such additional time as is allowed by the Owner. Failure, neglect or refusal by the bidder to do so shall constitute a breach of Agreement to enter into the Contract affected by the bidder's Bid and the Owner's Notice of Acceptance of Bid. The damages to the Owner of such a breach of Agreement will include monetary loss from, among other things, interference with the Owner's construction program and normal operations. The amount of such damages is difficult or impossible to compute. The Owner has estimated and each bidder by submitting their Bid agrees that reasonable compensation for damages resulting from such breach of Agreement shall be the amount of the Bid Guaranty and promises to pay that amount as liquidated damages for such breach. If any bidder whose Bid is accepted fails to execute the Contract as herein provided, such bidder shall not be the lowest responsive bidder. The Owner may then select the lowest responsive bidder and deliver a Notice of Acceptance of Bid to such lowest responsive bidder. At some time after the execution of the Contract, written Notice to Proceed will be given by the Owner to the Contractor.

7. Compliance with Terms and Conditions

Any act done or omitted to be done by the Contractor in violation or disregard of these Terms and Conditions shall not be binding upon the Owner, nor shall the Owner be responsible for any damage or loss to the Contractor or any other person, firm or corporation arising out of or in consequence of any such act or omission.

8. Assignment

The Contractor shall not assign or subcontract any portion of the Work without the prior written approval of the Owner. If such approval is given, it shall not relieve the Contractor from liability hereunder.

9. Cancellation - Apparatus

The Owner shall have the absolute right to cancel the entire Contract upon the payment to the Contractor for all disbursements or expenses which the Contractor has incurred or has become obligated for prior to the date of Notice of Cancellation, less the reasonable resale value of the materials, equipment and apparatus which

has been obtained and become an integral part of the apparatus.

10. Excusable Delays

Any failure of performance by either party shall not constitute default hereunder or give rise to any claim for damages or otherwise, if and to the extent, caused by an occurrence beyond the reasonable control of the party affected, including, but not limited to, acts of compliance with acts of governmental authorities, acts of God, strikes or other concerted acts of workmen, fires, floods, explosions, riots, war or armed conflict declared or undeclared, rebellion and sabotage. The party affected by any such occurrence shall give notice to the Owner within five (5) working days of its commencement and shall keep the Owner informed of action taken to terminate the occurrence.

11. Delays

Any change in the delivery date shall be reported to the Owner immediately by telephone, followed by a written confirmation, detailing the reason for the change.

12. Partial Shipment - Apparatus

Apparatus shall not be shipped short of materials unless written authorization is issued by the Owner. The Contractor shall supply detailed material lists of short-shipped items, itemized by price, and up-to-date delivery schedules.

13. Packing/Insurance

All goods, material, or equipment must be safely packed in the manner described herein to ensure against damage and to comply with carrier's requirement as specified in applicable tariffs. All shipments are to be released to the carrier at full value and are to be fully insured for the total value of the material.

14. Freight

The Contractor, or any of their suppliers making shipment direct, shall transmit on the day of shipment:

- | | | |
|--------------------|---|-------------------------|
| 1. Freight Bill | - | original and two copies |
| 2. Packing List | - | two copies |
| 3. Bill of Lading | - | original and two copies |
| 4. Express Receipt | - | two copies |

Delivery shall be F.O.B. Two Burroughs Street, Danvers, Massachusetts. Receiving hours are 7:30 a.m. to 3:30 p.m. Monday through Friday and a minimum of **48 hours notice of shipment** arrival is required.

The Owner's Purchase Contract Number shall be shown on all shipping papers and parcels. The Owner reserves the right to route all shipments. The Contractor shall provide shipping classifications, and shipping points if requested by the Owner.

15. Receipt/Inspection

All material shall be received and inspected by the Owner. Such inspection, however, shall not relieve the Contractor from responsibility for their quality and correctness of work. Material judged to be inferior quality, or not suitable for use shall be rejected. The Contractor shall be informed of rejected material for determination of replacement and disposition.

16. Damaged Material

The Contractor and shipper shall be promptly informed of damaged material. The Contractor shall make all reasonable efforts to expeditiously ship replacement materials or schedule repairs. For material shipped FOB destination, replacement and repairs shall be at the Contractor's expense.

Obvious damage shall be noted on the Bill of Lading at the time of receipt. An agent's signature on the Bill of Lading does not release the shipper and/or the Contractor from liability for concealed damage.

17. Invoicing

Invoices (three-part) shall be submitted to and processed by the Owner. Invoicing shall be itemized to include:

1. Material
2. Labor (if applicable)
3. Service Engineering (if applicable)

18. Title

Both legal and equitable title to all of the material furnished hereunder shall pass to the Owner FOB point indicated in the specification.

19. Warranty

The Contractor warrants that all material furnished herein shall be free from defects in design, material or workmanship and shall be suited in all respects both for the purpose for which it is intended and for all other uses for which it may be represented in writing by the Contractor to be suited. The Contractor also warrants the successful operation of all such material for a minimum period of 12 months from the date of shipment covering parts and on site labor for all equipment and related accessories listed in this contract. Payment shall not be deemed to constitute an acceptance of the equipment or a release of any responsibility on the part of the Contractor.

20. Indemnity

The Contractor agrees to protect, indemnify, and save harmless the Owner, its clients, officers, agents, servants and employees from any and all claims, demands and actions whatsoever including but not limited to all legal costs and expenses, for loss of life, injury to person or damage to property, in regard to the goods, materials or equipment sold hereunder, whether the said loss of life, injury to person, or damage to property is sustained by any officer, agent, servant, or employee of either the Contractor or the Owner or by any other person, firm, or corporation, when such claims, demand, or actions are caused by or arise out of:

1. The Contractor's negligence; or
2. The Contractor's acts or omissions; or
3. The Contractor's failure to comply with the Terms and Conditions of this Contract.

21. Patents

The Contractor agrees to protect, indemnify and save harmless the Owner, its clients, officers, agents, servants and employees, from the payment of any royalties, damages, losses or expenses, legal or otherwise, claimed or established by any person, firm or corporation, for or growing out of any infringement upon Letters of patent of the United States in respect to any part of the goods, material or equipment shipped on this order.

22. Statutes

The Contractor shall comply with the provisions of all applicable federal, state, and local laws and regulations, for any goods, material or equipment to be furnished, hereunder, and shall, upon request by the Owner, furnish the Owner with satisfactory proof of compliance with any designated law or regulation.

23. Validity and Acceptance of Bids

The Bidder agrees that its Bid, or any part thereof, is to continue open to acceptance and irrevocable for ninety (90) days and that the Owner may, at any time within ninety days of the date and time specified herein for the receipt of Bids, accept this Bid whether any other Bid has been previously accepted or not. The Owner will notify the Apparent Low Bidder(s) within thirty (30) days after the Bid Opening.

24. Changes prior to the Closing of the Bids

Changes in the Scope or corrections to or interpretations of the Specification, as may be issued by the Owner during the bidding period, shall be in the form of Addenda. Such Addenda shall become part of the Contract Documents. Bidders shall acknowledge promptly receipt of any and all Addenda and shall confirm in its Bid that the information contained in such Addenda has been considered in preparing its Bid.

26. Pricing Policy and Terms

Firm prices are required. Terms shall be net 30 days after receipt and inspection of equipment at site, and invoicing at the Owner's offices. Any cash discount period will date from the receipt of invoice by the Owner, and not from the date of invoice. On invoices returned for correction, the cash discount period and terms will date from the receipt of the corrected invoice. Material not received, short-shipped material, and rejected material shall not be processed for payment by the Owner until all disputes are settled. Payment shall not be made on apparatus damaged in transit until apparatus is received in good condition.

27. Performance Schedule

When submitting the Bid response, the Bidder will provide an expected delivery schedule for the all items bid, where indicated on Schedule A, including production time and delivery stated in weeks ARO. By submitting the bid response, the Bidder agrees to meet said delivery schedule except for acceptable reasons listed under item 10, above, Excusable Delays. Any Bidder(s) not meeting the delivery schedule submitted, for reasons other than “Excusable Delays”, may not be included in the next Invitation For Bid, at the discretion of the Town of Danvers.

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

BID 2015-42

LED Street Lighting

BID RESPONSE DOCUMENT - SCHEDULE A

To Be Completed By Bidder.

The Town of Danvers is replacing all 70W HPS Cobra-Head street lights with LED wattage equivalents. The ToD will subsequently be replacing all 100W HPS street lights with LED equivalents and would like this bid to address 70W equivalent products as well as products that have multi-level functionality. Please see performance specification for additional details. Please provide technical drawings and detailed technical specifications for all products. Bidder must specify Manufacturer and Manufacturer's product numbers. The contract will be awarded for 1 (one) year with the option of 2 (two) 1 (one) year extensions or renewals based on the sole discretion of the Town of Danvers. Firm prices are required for both Item 1 and Item 2.

ITEM 1: 70W Replacement LED

Manufacturer		Product Number	
--------------	--	----------------	--

Year	Quantity	Unit Price	Total Amount	Delivery in Weeks
1	800			
2	800			
3	539			
TOTAL BID AMOUNT FOR ITEM 1				

ITEM 2: 70/100W Multi-Level Replacement LED

Manufacturer		Product Number	
--------------	--	----------------	--

Year	Quantity	Unit Price	Total Amount	Delivery in Weeks
1	800			
2	800			
3	1044			
TOTAL BID AMOUNT FOR ITEM 2				

The undersigned bidder proposes to meet and furnish all the requirements of this bid in accordance with the Town of Danvers Terms, Conditions and Specifications contained herein, at the prices and schedules submitted above.

BIDDER: _____ BY: _____

ADDRESS: _____ TITLE: _____

_____ PHONE: _____

MINORITY BUSINESS: _____ YES _____ NO DATE: _____

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

BID 2015-42

LED Street Lighting

SECTION II - PROCEDURES AND LEGAL
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
(Bidder)
and _____, as Surety,
(Bonding Company)
a corporation of _____,
who is licensed to do business in the Commonwealth of Massachusetts,
whose principal office is located at _____,

_____ are firmly bound unto Town of Danvers, as Obligee, to fulfill the obligations of the Principal under the Bid to which reference is hereafter made, in the amount of 5% of the Contract Amount for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators' successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Bid, dated _____, offered to enter into a Contract with Obligee for Contract No. 2015-42 for **LED Street Lighting** pursuant to the Terms and Conditions set forth in the Contract Documents, dated _____, including all Addenda thereto, the engineering provisions, which Bid and Contract Documents are, by this reference, made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal within ten (10) days, or such additional time allowed by the Obligee, after delivery by Obligee to Principal of Notice of Acceptance of Bid for one or more of said Bid Schedules, fails to execute the Contract all as specified in said Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

Any suit under this Bond shall be instituted before the expiration of two years from the latest date announced for opening Bids.

Signed and sealed this _____ day of _____, 2015.

(Surety)

(Principal)

(Title)

(Title)

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

This form must be completed by Bidder and submitted with bid response.

BID 2015-42

LED Street Lighting

THE UNDERSIGNED CERTIFIED UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS, BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB, OR OTHER ORGANIZATION, ENTITY OR GROUP OF INDIVIDUALS.

SIGNATURE OF CORPORATE OR COMPANY OFFICER

NAME OF FIRM

DATE

BID NUMBER: 2015-42

LED Street Lighting

PURSUANT TO MASS. GENERAL LAWS CH. 62C, SEC 49A, I HEREBY CERTIFY UNDER PENALTIES OF PERJURY THAT

(NAME OF BIDDER)

HAS COMPLIED WITH ALL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS RELATING TO TAXES.

SOCIAL SECURITY OR FEDERAL
IDENTIFICATION NUMBER

SIGNATURE OF INDIVIDUAL
OR CORPORATE NAME

BY:

CORPORATE OFFICER
(IF APPLICABLE)

AS DIRECTED BY THE DEPARTMENT OF REVENUE, ANY PERSON OR CORPORATION THAT FAILS TO EXECUTE THE ATTESTATION CLAUSE SHALL NOT BE AWARDED THE BID. (M.G.L. CH. 62C SEC 49A).
SUBMISSION OF A SOCIAL SECURITY OR FEDERAL IDENTIFICATION NUMBER IS PURELY VOLUNTARY.

Town of Danvers, Massachusetts
Department of Public Works
ELECTRIC DIVISION

BID NO. 2015-42 LED Street Lighting

SECTION III – TECHNICAL SPECIFICATIONS

High Pressure Sodium Street Light Replacement Program

OPTICAL

- Performance comparable to 70W HPS roadway and security lighting luminaires.
- Correlated color temperature of 4000K.
- 70 CRI minimum.
- Type II and Type III distribution patterns readily available.
- Ingress protection: optics enclosure must be rated IP 65 or better for degradation from dust, debris, and moisture.

ELECTRICAL

- Expected Life: LED light engines rated >100,000 hours at 25°C, L70 – bid must include Lamp Depreciation curves and warranty for luminaire performance.
- Electronic driver has an expected life of 100,000 hours at a 25°C ambient.
- Surge Protection: minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection – separate from driver and wired ahead of all electrical components.
- Minimum 3200 lumen output.
- Maximum 43 Watt input – 50% less than existing HPS equivalent. Maximum may exceed 43 Watt input for multi-level product.
- Minimum 0.9 power factor
- Fixture shall operate at rated nominal voltage of 120 – 480 VAC.

MECHANICAL

- Access door tool-less entry.
- 3 station terminal block and quick disconnects with factory installed ground wire.
- Power coated die-cast aluminum housing and door.
- Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter.
- Minimum 2 – bolt slip fit clamping mechanism provides 3G vibration rating per ANSI C136.
- Weight of Fixture shall not exceed 16 lbs.
- Fixture shall have wildlife intrusion protection

CONTROLS

- Long life solid state LED specific locking-style photo control - 10 year rated life minimum.
- Photocontrol for solid-state lighting meets ANSI C136.10 criteria.
- Multi-level dimming functionality to achieve 100W equivalence: onboard adjustable driver current module allows the light output and input wattage to be modified to meet site specific requirements; can allow a single fixture to be flexibly applied in many different applications.

WARRANTY & STANDARDS

- 10 year electrical warranty
- Rated for -40°C to 40°C ambient
- CSA Certified to U.S. and Canadian standards
- Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

DELIVERY & PRICING

- The contract will be for 1 (one) year with the option of 2 (two) 1 (one) year extensions or renewals based on the sole discretion of the Town of Danvers.
- Please provide pricing for 2139 70W replacements. Please also provide pricing for 2644 multi-level replacement which will address both 70W and 100W replacements. Bid pricing should address both 70W replacements and Multi-level replacements.
- Please structure pricing annually to address any price drops which should be passed along to ToD. Contract extensions or renewals will consider pricing updates or reductions.
- Delivery of 200 units every 12 weeks beginning by the end of Q1 2015. Please provide delivery schedule and details.
- Any changes in delivered product must meet original technical specification and be pre-approved by ToD before delivery.
- Please provide at least 3 references. It is preferable that at least one reference addresses the installed technology proposed in bid response.